

**United States Bankruptcy Court
Southern District of Mississippi**

Reaffirmation Agreement

Debtor's Name: Al Mote and Glenda Mote

Bankruptcy Case No: 05-02706-ee

Chapter: 7

SOUTHERN DISTRICT OF MISSISSIPPI

Creditor's Name and Address
Select Portfolio Servicing, Inc.
3815 South West Temple
Salt Lake City, UT 84115

Loan No. xxxxxx3631

RAF-004713

JUL - 8 2005

CHARLENE J. KENNEDY

Instructions

- 1) Attach a copy of all court judgments, security agreements and evidence of their perfection.
- 2) File all documents by mailing them or delivering them to the Clerk of the Bankruptcy Court.

NOTICE TO DEBTOR

This agreement gives up the protection of your bankruptcy discharge for this debt.

As a result of this agreement, the creditor may be able to take your property or wages if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later, by notifying the creditor that the agreement is canceled.

You are not required to enter into this agreement by any law. It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with Bankruptcy Code §524 (c).

You are allowed to pay this debt without signing the agreement. However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.

If the creditor has a lien on your personal property, you may have the right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed to by the parties or determined by the court.

This agreement is not valid or binding unless it is filed with the clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of the reaffirmation agreement, the agreement cannot be enforced by the creditor unless 1) you have attended a reaffirmation hearing in the bankruptcy court, and 2) the agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)

REAFFIRMATION AGREEMENT

The debtor and creditor named agree to reaffirm the debt described in this agreement as follows:

THE DEBT

Total Amount of Debt When Case Was Filed	<u>\$25,762.17</u>
Total Amount of Debt Reaffirmed	<u>\$25,762.17</u>

Above Total Included the Following:

Interest Accrued to Date of Agreement	<u>-\$19.16</u>
Attorney Fees	<u></u>
Late Fees	<u></u>
Other Expenses of Costs Relating to the Collection Of this Debt (Describe)	<u></u>

Annual Percentage Rate (APR)	<u>13.5500%</u>
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Amount of Monthly Payment	<u>\$335.62</u>
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Date Payments Start	<u>6/3/2005</u>
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Total Number of Payments to Be Made	<u>210</u>
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Total Number of Payments if Paid According to Schedule	<u>210</u>
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Date Any Lien is to be Released if Paid According to Schedule	<u>12/3/2022</u>
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The debtor agrees that any and all remedies available to the creditor under the security agreement remain available.

All additional terms agreed to by the Parties (if any):

Payments on this debt [were][were not] in default on the date on which this bankruptcy case was filed.

This agreement differs from the original agreement with the creditor as follows:

DOES NOT DIFFER

**CREDITOR'S STATEMENT CONCERNING AGREEMENT AND
SECURITY/COLLATERAL (IF ANY)**

Description of Collateral. If applicable, list manufacturer, year and model.

Residential Property

Value \$156,185.00

Basis or Source for Valuation Appraisal or Broker's Price Opinion

Current Location and Use of Collateral Residential Property, Located at:
215 Kirkwood Dr
Clinton, MS 39056

Expected Future Use of Collateral Residence

Check Applicable Boxes:

- ☒ Any lien described herein is valid and perfected.
☐ This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 523 of the Bankruptcy Code (11 U.S.C. § 523) or any other dispute. The nature of dispute is _____.

**DEBTOR'S STATEMENT OF
EFFECT OF AGREEMENT ON DEBTOR'S FINANCES**

My Monthly Income (take home pay plus any other income received) is \$ _____.

My current monthly expenses total \$ _____, not including any payment due under this agreement or any debt to be discharged in this bankruptcy case.

I believe this agreement ~~[will]~~^{must be} ~~[will not]~~ impose an undue hardship on me or my dependents.

DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM

I agreed to reaffirm this debt because I agree to pay back the money I borrowed.

I believe this agreement is in my best interest because I can keep my car and use it to get to work.

I ~~[considered]~~^{did not consider} redeeming the collateral under section 722 of the Bankruptcy Code (11 U.S.C. § 722). I chose not to redeem because _____.

I ~~[was]~~^{was not} represented by an attorney during negotiations on this agreement.

CERTIFICATION OF ATTACHMENTS

Any documents which created and perfected the security interest or lien are not attached. The documents which created and perfected the security interest or lien are not attached because

The debtor is not disputing the nature of the debt and the documents are a matter of public

record. Loan documents are available upon request.

SIGNATURES

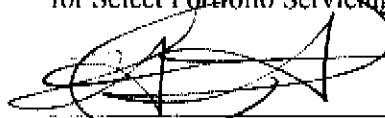
Al Mote

Al Mote, Debtor

Select Portfolio Servicing, Inc.
Account No. xxxxxx3631

Date: 6-12-05

By: 3 Arch Trustee Services, Inc. as Agent
for Select Portfolio Servicing, Inc.



Kenneth L. Roshlo, Jr., Vice President

Glenda Mote

Glenda Mote, Joint Debtor

Date: JUL - 5 2005

Date: 6-12-05

CERTIFICATION BY DEBTOR'S ATTORNEY

I hereby certify that 1) this agreement represents a fully informed and voluntary agreement by the debtor(s); 2) this agreement does not impose a hardship on the debtor or any dependent of the debtor; and 3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

Barney E. Eaton, III

BARNEY E. EATON, III, Debtor's Attorney

Date

Proof of Service
Case No. MS-S 05-02706-ee

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 3 Arch Trustee Services, Inc. 19732 MacArthur Blvd., Suite 100, Irvine, Ca 92612.

On July 6, 2005, I caused to be served the foregoing document(s) described as:

Reaffirmation Agreement

on the parties to this action:

** Please see attached service list **

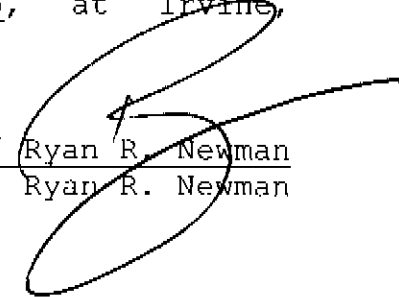
by placing a true copy thereof enclosed in a sealed envelope and addressed as follows:

X BY MAIL

I deposited such envelope(s) in the mail at Irvine, California. The envelope(s) was/were mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the United States of America that the above is true and correct and executed on July 6, 2005, at Irvine, California.

/s/ Ryan R. Newman
Ryan R. Newman



Service List

Case No. MS-S 05-02706-ee
Reaffirmation Agreement

Debtor

Al Mote
Glenda Mote
215 Kirkwood Dr
Clinton, MS 39056

Debtor Attorney

BARNEY E. EATON, III, Esq.
PO BOX 12906
JACKSON, MS 39236-2906

Trustee

Derek A. Henderson
111 E. Capitol St. Suite 455
Jackson, MS 39201

U.S. Trustee

R. Michael Bolen
100 W. Capitol St.
Suite 706
Jackson, MS 39269